

No. 11828

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United States  
Circuit Court of Appeals  
For the Ninth Circuit.

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SEATTLE STAR, INC., a Corporation, and E. L.  
SKEEL, Liquidating Trustee,  
Appellants,

vs.

JOHN RANDOLPH and PHILIP W. TAYLOR,  
Appellees.

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Transcript of Record

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Upon Appeal from the District Court of the United States  
for the Western District of Washington,  
Northern Division

FILED

MAR - 4 1948

PAUL P. O'BRIEN,

CLERK



United States  
Circuit Court of Appeals  
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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in *italic*; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in *italic* the two words between which the omission seems to occur.]

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Seattle, Washington,

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Assistant United States Attorney,  
1017 U. S. Court House,  
Seattle, Washington. [1\*]

United States District Court, Western District of  
Washington, Northern Division

No. 1872

JOHN RANDOLPH and PHILIP W. TAYLOR,  
Plaintiffs,

vs.

SEATTLE STAR, INC., a Corporation, and E. L.  
SKEEL, Liquidating Trustee,  
Defendants.

PETITION FOR ENFORCEMENT OF VET-  
ERAN'S RIGHTS UNDER ACT OF SEP-  
TEMBER 16, 1940, AS AMENDED, PUBLIC  
LAW NO. 783, 76th CONGRESS, TITLE 50  
U.S.C. (App.) Sec. 308.

The petitions of John Randolph and Philip W.  
Taylor respectfully allege that:

1. This is a petition under Section 8(e) of the  
Selective Training and Service Act of 1940 (54  
Stat. 890, 50 U.S.C. App. Sec. 308(e) as amended,  
and the jurisdiction of this Court is based on that  
section.

2. Petitioner John Randolph is a resident of  
Seattle, Washington, and resides at 5027 12th  
Ave. N.E.

3. Respondent, Seattle Star, Inc., is, and at all  
times hereinafter mentioned was, a corporation,  
organized and existing under the laws of the State  
of Washington, and at the times hereinafter men-



tioned did maintain a place of business in Seattle, Washington, and was the publisher of a daily newspaper known as "Seattle Star."

That said Seattle Star, Inc., is presently going through the process of voluntary dissolution, having filed with the Secretary of State of the State of Washington a petition for voluntary dissolution on the 13th day of August, 1947, and respondent E. L. Skeel is its Liquidating Trustee.

4. Beginning on or about September 24, 1936, and until January 9, 1942, petitioner John Randolph had a position in the employ of respondent Seattle Star, Inc. Said position was not a temporary one. The place at which petitioner performed the duties of said position was [2] Seattle, Washington.

5. Petitioner John Randolph's position was that of reporter with respondent corporation from September 24, 1936, to January 9, 1942.

6. Petitioner John Randolph continued to work for, and to occupy said position in the employ of Seattle Star, Inc., until the 9th day of January, 1942.

7. On or about the 15th day of January, 1942, at Tacoma, Washington, petitioner John Randolph was inducted into the Army of the United States and thereupon entered into military training and service of the United States in said forces.

8. Petitioner John Randolph left his aforesaid position on the 9th day of January, 1942, for the

purpose of entering into the military training and service of the United States, as alleged in paragraph 7 hereof, and performing his training and service therein.

9. Petitioner John Randolph satisfactorily completed his period of training and service in the land forces of the United States on the 10th day of December, 1945, and re-entered the employ of respondent, Seattle Star, Inc., on the 14th day of January, 1946, and continued in said employment continuously until the discontinuance of publication of said Seattle Star on the 13th day of August, 1947, when he was discharged by reason thereof.

10. Petitioner John Randolph is a member in good standing of Seattle Newspaper Guild, Local 82, a local union chartered by American Newspaper Guild, a voluntary association.

11. That on the 1st day of January, 1946, a contract in writing was entered into between Seattle Star, Inc., and Seattle Newspaper Guild, Local 82, on behalf of the employees in the editorial, advertising, business office and circulation departments of said Seattle Star, Inc., by the terms of which it was, in Article X thereof agreed as follows, to-wit:

“An employee who is required by the United States or any subsidiary thereof to enter any kind of service, military or otherwise, which takes him out of the employment of the Publisher, or who, while the United States is at war, voluntarily enters into any of the mili-

tary armed services of the United States, or who is released from his job as a result of any government order or ruling, shall be deemed to be an employee on leave of absence, and shall resume his position or a comparable one within two (2) weeks from date of his notice of desire to resume employment, with [3] dismissal pay rating and other rights under the contract unimpaired \* \* \*,”

which provision was in effect under a former contract at the time petitioner John Randolph entered the military service in 1942. A copy of said contract is attached hereto as Exhibit “A” and made a part hereof.

12. That by Article VIII of said contract, it is further provided:

1. Upon dismissal, an employee shall receive written notice from the Publisher or his agents stating the cause for his dismissal if such written notice is requested by the employee.
2. Upon dismissal, any employee covered by this contract shall receive a cash severance pay in accordance with the following schedule:

Six months and less than one year.....	2 Weeks
One year and less than two years.....	3    ”
Two years and less than two and one-half years	4    ”
Two and one-half years and less than three years .....	5    ”
Three years and less than three and one-half years .....	6    ”
Three and one-half years and less than four years .....	7    ”

Four years and less than four and one-half years .....	8	"
Four and one-half years and less than five years .....	9	"
Five years and less than five and one-half years .....	10	"
Five and one-half years and less than six years .....	11	"
Six years and less than six and one-half years .....	12	"
Six and one-half years and less than seven years .....	13	"
Seven years and less than seven and one-half years .....	14	"
Seven and one-half years and less than eight years .....	15	"
Eight years and less than eight and one-half years .....	16	"
Eight and one-half years and less than nine years .....	17	"
Nine years and less than nine and one-half years .....	18	"
Nine and one-half years and less than ten years .....	19	"
Ten years and less than ten and one-half years .....	20	"
Ten and one-half years and less than eleven years .....	21	"
Eleven years and less than eleven and one-half years .....	22	"
Eleven and one-half and less than twelve years .....	24	"
Twelve years and less than twelve and one-half years .....	26	"
Twelve and one-half years and over.....	28	"

13. Petitioner John Randolph satisfactorily completed his period of training and service in the land forces of the United States on the 10th day of December, 1945, and on that date received a certificate of honorable discharge from the Army of the United States, evidencing such satisfactory completion.

14. That petitioner John Randolph was restored to his former position on January 14, 1946, and by virtue of his continuous employment covering a

period of ten years and eleven months (Sept. 24, 1936, to August 13, 1947) became entitled, on August 13, 1947, to receive severance pay under the provisions of the contract referred to, on the date of his dismissal, for the period of 21 weeks, at the rate of \$73.50 per week, or the total sum of One Thousand Five Hundred Forty-three Dollars and Fifty Cents (\$1543.50).

15. Respondents have refused and still refuse to pay petitioner John Randolph severance pay covering the period of his military service, but in lieu thereof have offered respondent severance pay in the amount of Nine Hundred Fifty-five Dollars and Fifty Cents (\$955.50), which sum respondent John Randolph has refused to accept.

16. By virtue of the provisions of Section 308(a) (B), Title 50 App. U.S.C., petitioner John Randolph has not been accorded that protection to which he is entitled to under subsection (c) of Sec. 308, Title 50 App. U.S.C.

And for a second cause of action:

1. Petitioner Philip W. Taylor hereby adopts paragraph 1 of the John Randolph first cause of action and makes the same a part hereof by reference and without repetition. [5]

2. Petitioner Philip W. Taylor is a resident of Seattle, Washington, and resides at Sorrento Hotel.

3. Petitioner Philip W. Taylor hereby adopts paragraph III of the John Randolph, or first cause of action, and makes the same a part hereof by reference and without repetition.



4. Beginning in the month of February, 1942, and until August 20, 1942, petitioner Philip W. Taylor had a position in the employ of respondent, Seattle Star, Inc. Said position was not a temporary one. The place at which petitioner performed the duties of said position was Seattle, Washington.

5. Petitioner Philip W. Taylor's position was that of reporter with respondent corporation from February, 1942, to August 20, 1942.

6. Petitioner Philip W. Taylor continued to work for and occupy said position in the employ of Seattle Star, Inc., until August 20, 1942.

7. On or about August 20, 1942, at Tacoma, Washington, petitioner Philip W. Taylor was inducted into the army of the United States and thereupon entered the military training and service of the United States in said forces.

8. Petitioner Philip W. Taylor left his afore-said position on the 20th day of August, 1942, for the purpose of entering into the military training and service of the United States, as alleged in paragraph 7 hereof, and performing his training and service therein.

9. Petitioner Philip W. Taylor satisfactorily completed his period of training and service in the land forces of the United States on the 5th day of February, 1946, and re-entered the employ of respondent Seattle Star, [6] Inc., on the 8th day of February, 1946, and continued in said employment continuously until the discontinuance of publication of said Seattle Star on the 13th of August, 1947, when he was discharged by reason thereof.

10. Petitioner Philip W. Taylor is a member in good standing of Seattle Newspaper Guild, Local 82, a local union chartered by American Newspaper Guild, a voluntary association.

11. Petitioner Philip W. Taylor hereby adopts paragraphs 11 and 12 of the John Randolph or first cause of action herein and makes the same a part hereof by reference and without repetition.

12. Petitioner Philip W. Taylor satisfactorily completed his period of training and service in the land forces of the United States on the 5th day of February, 1946, and on that date received a certificate of honorable discharge from the Army of the United States, evidencing such satisfactory completion.

13. That petitioner Philip W. Taylor was restored to his former position on February 8, 1946, and by virtue of his continuous employment covering a period of five years and six months (February 1942 to August 13, 1947), became entitled, on August 13, 1947, to receive severance pay, under the provisions of the contract referred to on the date of his dismissal for the period of eleven weeks at the rate of \$64.43 per week, or the total sum of Seven Hundred and Eight Dollars and Seventy-three Cents (\$708.73).

14. Respondents have refused and still refuse to pay petitioner Philip W. Taylor severance pay covering the period of his military service (a period of three years and six months) but have paid and petitioner [7] Philip W. Taylor has accepted under

duress, and not otherwise, the sum of Two Hundred Fifty-Seven Dollars and Seventy-two Cents (\$257.72), leaving a balance due and unpaid from respondents to petitioner Philip W. Taylor of the sum of Four Hundred Fifty-one Dollars and One Cent (\$451.01).

15. Petitioner Philip W. Taylor hereby adopts paragraph 16 of the John Randolph or first cause of action and makes the same a part hereof by reference and without repetition.

Wherefore, petitioners respectfully pray:

1. That the Court adjudge and decree that petitioners, upon their restoration to their former positions, after service in the armed forces of the United States, became entitled to all benefits offered by the employer pursuant to established rules and practices relating to employees or furlough or leave of absence in effect with the respondent Seattle Star, Inc., at the time of their induction into the army, as provided in subsection (e) of Sec. 308, Title 50, App., U.S.C.

2. That petitioner John Randolph have judgment against respondents in the sum of \$1543.50.

3. That petitioner Philip W. Taylor have judgment against respondents in the sum of \$451.01.

J. CHARLES DENNIS,

United States Attorney,

JOHN E. BELCHER,

Assistant United States

Attorney. [8]



United States of America,  
State of Washington,  
County of King—ss.

John Randolph being first duly sworn, on oath deposes and says:

That he is one of the petitioners in the above-entitled cause; that he has read said petition, knows the contents thereof, and that the same is true, as he verily believes.

/s/ JOHN RANDOLPH.

Subscribed and sworn to before me this 4th day of September, 1947.

[Seal] /s/ JOHN E. BELCHER,  
Notary Public for the State of Washington, residing at Seattle.

[Endorsed]: Filed September 4, 1947. [9]

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[Title of District Court and Cause.]

**ANSWER TO PETITION FOR ENFORCEMENT OF VETERANS' RIGHTS**

The defendants, Seattle Star, Inc., a corporation, and E. L. Skeel, as Liquidating Trustee of said corporation, in answer to the first cause of action alleged in plaintiffs' petition for enforcement of veterans rights under Act of September 16, 1940, as amended, admit, deny and allege as follows:

**I.**

Defendants have not sufficient knowledge or information to enable them to form a belief as to the truth of the allegations set forth in Paragraphs 1 and 10 of said petition and, therefore, deny the same and all thereof.

## II.

Defendants admit the allegations in each of the following numbered Paragraphs of the first cause of action alleged in said petition, to-wit: Paragraphs 2, 3, 4, 6, 7, 8, 9, 12 and 13.

## III.

Answering Paragraph 5 defendants admit that the petitioner John Randolph was a reporter of the defendant [10] corporation from 1938 to January 9, 1942, but deny each and every other allegation in said paragraph contained.

## IV.

Defendants admit the allegations of Paragraph 11, except that they deny that the provision of said contract as recited in said Paragraph 11 was in force when the claimant Randolph entered the military service in 1942.

## V.

Defendants deny each and every allegation in Paragraph 14 of said petition, except that they admit that the petitioner, John Randolph, was restored to employment with the Seattle Star on January 14, 1946, and that he became entitled on August 13, 1947, to receive severance pay, under the provisions of the contract referred to, on the date of his dismissal for the period of 14 weeks at the rate of \$73.50 per week, or a total of \$1029, and no more.

## VI.

Defendants deny each and every allegation in Paragraph 15 of said petition, except that they admit that they have refused and still refuse to pay the petitioner, John Randolph, severance pay covering the period of military service and admit that they have heretofore offered plaintiff severance pay in the sum of \$1029.00. Defendants allege that they have offered and stand ready, willing and able to pay severance pay to said plaintiff, John Randolph, in the sum of \$1029.

## VII.

Defendants deny each and every allegation in Paragraph 16. [11]

For further answer to the second cause of action alleged in said petition, defendants admit, deny and allege with respect to the paragraphs set forth therein as follows:

## VIII.

Defendants have not sufficient knowledge or information to enable them to form a belief as to the truth of the allegations set forth in Paragraphs 1 and 10 of said second cause of action and, therefore, deny the same and all thereof.

## IX.

Defendants admit the allegations in Paragraphs 2, 3, 7, 8, 9 and 12 of said second cause of action.

## X.

Defendants deny each and every allegation in Paragraphs 5 and 6, except that defendants admit that the petitioner, Taylor, was employed by the defendant, Seattle Star, from February, 1942, to August 20, 1942, as a first year office boy.

## XI.

Defendants make the same answer to Paragraph 11 of plaintiff's second cause of action as they made to Paragraphs 11 and 12 of plaintiffs' first cause of action.

## XII.

Defendants deny each and every allegation of Paragraph 13, except that they admit that the petitioner, Taylor, was restored to employment by the Seattle Star on February 8, 1946, and that on August 13, 1947, he became entitled to receive severance pay, under the provisions of the contract referred to, on the date of his dismissal for a period of 4 weeks at the rate of \$64.43 per week, and no more.

## XIII.

Defendants deny each and every allegation [12] in Paragraph 14 of said second cause of action, except that they admit that they have paid the claimant Taylor severance pay in the sum of \$257.72 and that they have refused and still refuse to pay said claimant severance pay covering his period of military service.

XIV.

Defendants make the same answer to Paragraph 15 of plaintiffs' second cause of action as they made to Paragraph 16 of plaintiffs' first cause of action.

Wherefore having fully answered plaintiffs' petition, defendants pray that the plaintiffs have and recover nothing herein and that said petition be dismissed in its entirety with prejudice and that the defendants have and recover of and from the plaintiffs their costs and disbursements herein to be taxed.

SKEEL, McKELVY, HENKE,  
EVENSON & UHLMANN,  
E. L. SKEEL,  
W. PAUL UHLMANN,  
Attorneys for Defendants.

Received a true copy this 15th day of September,  
1947.

JOHN E. BELCHER,  
Assistant U. S. Attorney  
for Plaintiffs.

[Endorsed]: Filed September 15, 1947. [13]

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[Title of District Court and Cause.]

STIPULATION OF FACTS

It is hereby stipulated by and between the parties hereto through their respective counsel, as follows:

1. That Seattle Star, Inc., is, and at all of the times hereinafter mentioned was a corporation or-

ganized and existing under and by virtue of the laws of the State of Washington, and at the times hereinafter mentioned did maintain a place of business in Seattle, King County, Washington, and was the publisher of a daily newspaper known as "Seattle Star."

That said corporation ceased to carry on its publishing business on August 13, 1947, and is presently going through the process of voluntary dissolution and respondent, E. L. Skeel, is its duly qualified and acting Liquidating Trustee.

2. That the plaintiff John Randolph entered the employ of said corporation on or about September 24, 1936, and thereafter became a reporter on said Seattle Star in the year 1938 at a salary of \$20 per week, and that he was continuously so employed until the month of January, 1942, at which time he took leave to enter upon service in the United States Army. That at said time, the said John Randolph was classified as a second year reporter and received a salary from the Seattle Star of \$35.00 [14] per week.

3. That said John Randolph was inducted into the Armed Forces of the United States January 15, 1942, at Ft. Lewis, Washington, and was honorably discharged at Army Air Force Separation Base, Portland, Oregon, December 10, 1945, and on said date received from the Army of the United States a certificate of honest and faithful service to this country, a photostatic copy of which is attached to this stipulation as "Exhibit A."



4. That during the period from January, 1942, to January, 1946, the said John Randolph was in the Armed Forces of the United States and did no work and received no pay from the Seattle Star. That said John Randolph was, on January 14, 1946, restored to his former position as a reporter by the Seattle Star. That upon resumption of his duties on said date, the said John Randolph was classified as a sixth year reporter and was paid a weekly salary by the Seattle Star of \$65.00, and was thereafter dismissed upon the suspension of publication of said Seattle Star on August 13, 1947.

5. That the weekly salary of said John Randolph on said 13th day of August, 1947, and for a period of six months immediately prior thereto was \$73.50.

6. That "Exhibit B," attached hereto, is a true and correct copy of a written contract between the Seattle Star, then operating as Star Publishing Company, and the Seattle Newspaper Guild, effective October 5, 1940, and continuing until October, 1942.

7. That there was in full force and effect between the Seattle Star and the Seattle Newspaper Guild, from October, 1942, to January 2, 1944, a written contract which contained provisions for severance pay to employees, identical with those contained in [15] Article VIII of Exhibit "B", attached hereto, and provisions with respect to military service identical with those contained in Article X of said Exhibit "B."

8. That effective January 1, 1946, the said defendant, Seattle Star, Inc., and Seattle Newspaper

Guild, Local 82, entered into a new contract, a true printed copy of which is attached hereto as Exhibit "C."

9. That Article X of the contracts between the Seattle Star and the Seattle Newspaper Guild in force from October 5, 1940, to January 2, 1944, was identical in form with Article X as it appears in Exhibit "B" attached hereto. That the provisions of said Article X of the contracts in force between said Seattle Star and the Seattle Newspaper Guild from January 2, 1944, to the date of discharge of the claimants, Randolph and Taylor, on August 13, 1947, were identical with Article X in Exhibit "C." attached hereto, (being the identical contract attached to claimants' petition as Exhibit "A.")

10. That in computing the severance pay of plaintiff, John Randolph, defendants used a basis of 14 weeks (equivalent to seven years' service) and offered to pay the said John Randolph therefor at the rate of \$73.50 per week or a total of \$1029.00, and no more, which said John Randolph refused to accept.

11. That plaintiff, Philip W. Taylor entered the employ of defendant, Seattle Star, Inc., on to-wit: February 2, 1942, as a first year office boy and continued in such employment in that capacity at a weekly salary of \$17.65 until the month of August, 1942.

12. That Philip W. Taylor was inducted into the Army [16] of the United States in the month of August, 1942, at Ft. Lewis, Washington, and was



honorably discharged from said Armed Forces on the 5th day of February, 1946, and on said date received from the Army of the United States a certificate of honest and faithful service to this country, a photostatic copy of which is attached to this stipulation as Exhibit "D."

13. That during the period from August, 1942, to February, 1946, the said Philip W. Taylor was in the Armed Forces of the United States and did no work and received no pay from the Seattle Star. That the plaintiff, Philip W. Taylor, was, on February 8, 1946, restored to employment by the Seattle Star with the classification of a third year reporter at a salary of \$47.53 per week. That at the time of his discharge from employment by the Seattle Star, Inc., on August 13, 1947, the said Philip W. Taylor was classified as a fourth year reporter and was paid a weekly salary of \$64.43.

14. That in computing the severance pay of plaintiff, Philip W. Taylor, defendants used as a basis 4 weeks (equivalent of not to exceed  $2\frac{1}{2}$  years of service) and offered to pay and did pay, and defendant accepted the sum of \$257.72, although the said Philip W. Taylor claims the amount due him to be for 11 weeks' severance pay (equivalent of five and one-half and less than six years' service), or \$708.73, leaving a claimed balance of \$451.01.

15. That all employees of defendant, Seattle Star, Inc., non-veterans and members of Seattle Newspaper Guild occupying similar positions and who did not serve in the Armed Forces during the war, were paid severance pay upon discharge by the

Seattle Star, Inc., based on the total years of full time [17] continuous employment with the Seattle Star, in accordance with the schedule set out in Article VIII of Exhibit "C" attached hereto.

Dated at Seattle, Washington, this 15th day of September, 1947.

J. CHARLES DENNIS,

United States Attorney,

JOHN E. BELCHER,

Assistant United States

Attorney,

Attorneys for Plaintiffs.

SKEEL, McKELVY, HENKE,

EVENSON & UHLMANN,

/s/ W. PAUL UHLMANN,

Attorneys for Defendants.

[Endorsed]: Filed September 15, 1947. [18]

### EXHIBIT "B"

Contract between Seattle Newspaper Guild,  
Local 82, of the American Newspaper Guild,  
affiliated with Congress of Industrial Organi-  
zations and The Seattle Star

\* \* \*

October 5, 1940, to October 4, 1942

#### Article VIII.—Severance

1. Upon dismissal, an employee shall receive a written notice from the Publisher or his agents stating the cause for his dismissal if such written notice is requested by the employee.

2. Upon dismissal, any employee covered by this contract shall receive a cash severance pay in a lump sum in accordance with the following schedule:

Six months and less than one year.....	2 Weeks
One year and less than two years.....	3 "
Two years and less than two and one-half years	4 "
Two and one-half years and less than three years .....	5 "
Three years and less than three and one-half years .....	6 "
Three and one-half years and less than four years .....	7 "
Four years and less than four and one-half years .....	8 "
Four and one-half years and less than five years	9 "
Five years and less than five and one-half years	10 "
Five and one-half years and less than six years	11 "
Six years and less than six and one-half years	12 "
Six and one-half years and less than seven years	13 "
Seven years and less than seven and one-half years .....	14 "
Seven and one-half years and less than eight years .....	15 "
Eight years and less than eight and one-half years .....	16 "
Eight and one-half years and less than nine years .....	17 "
Nine years and less than nine and one-half years .....	18 "
Nine and one-half years and less than ten years	19 "
Ten years and less than ten and one-half years	20 "
Ten and one-half years and less than eleven years .....	21 "
Eleven years and less than eleven and one-half years .....	22 "
Eleven and one-half and less than twelve years	24 "
Twelve years and less than twelve and one-half years .....	26 "
Twelve and one-half years and over.....	28 "

3. Severance pay shall be determined on the basis of the highest weekly salary received by the employee during the last six (6) months of service with the Publisher.

4. In computing severance pay the length of service of the employee shall be the total years of full time continuous employment in the Scripps League.

5. By written agreement with the Publisher, employees may be granted leaves of absence without prejudice to continuing service in the determination of severance pay, but [21] time spent on such leave shall not count as service time.

6. In the event of charges by the Publisher of attempted self-provoked discharge or charges of dishonesty it is mutually agreed that the execution of the severance provision of this contract shall rest with the Guild, whose decision shall be binding, and no employee shall have any right under said provision that it is not in conformity with the decision of the Guild.

7. Any employee, after twenty-five (25) years of service may retire voluntarily, or may be retired by the Publisher, and in either event receive the dismissal indemnity as above set forth.

8. From severance pay the Publisher may deduct any levy or tax to which the employee is subject under the State or Federal employment legislation.

9. In the event of the death of an employee while on the payroll of the Publisher, the Publisher shall

pay his beneficiary or estate, whichever the employee designates, an amount equal to the amount of severance pay to which the employee would have been entitled upon dismissal.

\* \* \* \* \*

#### Article X.—Military Service

1. The Publisher agrees that all employees who leave their jobs to serve in the armed forces of the United States or their adjuncts shall be granted a leave of absence. The Publisher further agrees that such employee, provided he makes application within sixty (60) days after honorable discharge from active service or duty, shall then be reinstated to the same or comparable position with severance pay rating and other rights under this agreement unimpaired except that such leave may be deducted in computing severance [22] pay. In the event that an employee by reason of disability is unable to resume employment, the Publisher agrees to pay such employee the amount of severance to which he would have been entitled upon dismissal.

2. It is understood between the Guild and the Publisher that persons employed to replace employees called to military service need not be retained upon the return of the former employees, but that such persons shall enjoy the full benefits of this contract during the period of their employment. [22-a]

\* \* \* \* \*

## EXHIBIT "C."

Contract between Seattle Star, Inc., and Seattle Newspaper Guild.

Effective January 1, 1946

## Article VIII.—Severance

1. Upon dismissal, an employee shall receive a written notice from the Publisher or his agents stating the cause for his dismissal if such written notice is requested by the employee.

2. Upon dismissal, any employee covered by this contract shall receive a cash severance pay in accordance with the following schedule:

Six months and less than one year.....	2 Weeks
One year and less than two years.....	3 "
Two years and less than two and one-half years	4 "
Two and one-half years and less than three years .....	5 "
Three years and less than three and one-half years .....	6 "
Three and one-half years and less than four years .....	7 "
Four years and less than four and one-half years .....	8 "
Four and one-half years and less than five years	9 "
Five years and less than five and one-half years	10 "
Five and one-half years and less than six years	11 "
Six years and less than six and one-half years	12 "
Six and one-half years and less than seven years	13 "
Seven years and less than seven and one-half years .....	14 "
Seven and one-half years and less than eight years .....	15 "
Eight years and less than eight and one-half years .....	16 "



Eight and one-half years and less than nine years .....	17	''
Nine years and less than nine and one-half years .....	18	''
Nine and one-half years and less than ten years .....	19	''
Ten years and less than ten and one-half years .....	20	''
Ten and one-half years and less than eleven years .....	21	''
Eleven years and less than eleven and one-half years .....	22	''
Eleven and one-half and less than twelve years .....	24	''
Twelve years and less than twelve and one-half years .....	26	''
Twelve and one-half years and over.....	28	''

3. Severance pay shall be determined on the basis of the highest weekly salary received by the employee during the last six (6) months of service with the Publisher.

4. In computing severance pay the length of service of the employee shall be the total years of full time continuous employment by the Seattle Star.

5. In the event of charges by the Publisher of attempted self-provoked discharge or charges of dishonesty, it is mutually agreed that the execution of the severance provision of this contract shall rest with the Guild, whose decision shall be binding, and no employee shall have any [25] right under said provision that is not in conformity with the decision of the Guild.

6. By written agreement with the Publisher, employees may be granted leaves of absence without prejudice to continuing service in the determination

of severance pay, but time spent on such leave shall not count as service time.

7. Any employee after twenty-five (25) years of service may retire voluntarily, or may be retired by the Publisher, and in either event receive the dismissal indemnity as above set forth.

8. From severance pay the Publisher may deduct any levy or tax to which the employee is subject under the State or Federal employment legislation.

9. In the event of the death of an employee while on the payroll of the Publisher, the Publisher shall pay his beneficiary or estate, whichever the employee designates, an amount equal to the amount of severance pay to which the employee would have been entitled upon dismissal.

\* \* \* \* \*

#### Article X.—Military Service

An employee who is required by the United States or any subsidiary thereof to enter any kind of service, military or otherwise, which takes him out of the employment of the Publisher, or who, while the United States is at war, voluntarily enters into any of the military armed services of the United States, or who is released from his job as a result of any government order or ruling, shall be deemed to be an employee on leave of absence, and shall resume his position or a comparable one within two (2) weeks from date of his notice of desire to resume employment, with dismissal pay rating and other rights under the contract unimpaired. [26]



Application for resumption of employment must be made within ninety (90) days of termination of such service, making reasonable allowance for return to place of employment.

In the event an employee by reason of disability is unable to resume employment, the Publisher agrees to pay such employee the amount of severance to which he would have been entitled upon dismissal. To protect an employee granted military leave in the event that such employee by reason of death is unable to resume employment, the Publisher agrees that from January 2, 1944, the Publisher will pay \$1.00 per month towards the Government Insurance carried by such employee. This payment is sufficient to purchase, at current rates, \$1,500.00 Government Life Insurance and the disability provisions incidental thereto.

An employee promoted or transferred to take the place of one entering service referred to in this military clause may, upon resumption of employment by such person, be returned to his former position and salary, but at not less than the then current minimums for that position. Any employee so promoted or transferred, and while such promotion or transfer is temporary, shall receive credit for his employment in the experience rating to which promoted or transferred, or position from which transferred, as may be mutually agreed.

An employee hired as a replacement for one entering service referred to above, shall be covered by all the provisions of this agreement, except by the

military clause, and except that such employee, on entering such service shall be construed to be a dismissed employee and shall be given accumulated dismissal pay.

An employee hired as a replacement for one entering such service, competency being equal, shall be given preference [26-a] over any new employee in filling a vacancy other than the one caused by an employee entering such service.

An employee hired as a replacement for one entering such service shall be given written notice to that effect at the time of such employment or promotion, copy of which notice is to be sent to the Guild.

\* \* \* \* \*

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[Title of District Court and Cause.]

### STATEMENT OF FACTS

This action was brought by two employees of the newspaper "Seattle Star" for recovery of full severance pay upon their dismissal when that newspaper suspended publication in August, 1947.

Both plaintiffs served in the armed forces during World War II and upon returning to their positions with the "Seattle Star" were accorded full seniority rights as to wages. When, however, the Star suspended publication, the plaintiffs, pursuant to the terms of their union contract, were denied

the benefit of having included in the computation of their severance pay (based upon the number of years of continuous service in the newspaper's employ) the time served by them in the armed forces of the United States, although other employees of defendant who did not serve in the military were given full severance pay.

The Court held that the union contract excluding from the computation of such severance pay the time spent in the military service is in conflict with the Act of Congress which provides that veterans shall have the other benefits enjoyed by those employees who were not in the service; and that plaintiffs are entitled to full payment of severance benefits including their years in military service, notwithstanding the union contract provisions to the contrary.

[Endorsed]: Filed October 23, 1947. [28]

In the District Court of the United States for the  
Western District of Washington, Northern  
Division

No. 1872

JOHN RANDOLPH and PHILIP W. TAYLOR,  
Plaintiffs,

vs.

SEATTLE STAR, INC., et al.,  
Defendants.

Before: The Honorable John C. Bowen,  
District Judge.

Seattle, Washington, September 14, 1947, 2:00 P.M.

### COURT'S DECISION

The Court: This statute of Congress, Title 50, Section 308 Appendix, was a humane measure for the protection of the soldiers and sailors and others in the military service in respect to [29] their employment while they were absent in the military service. The public policy therein expressed must of necessity have a liberal construction. If we admit in this case that there is a conflict between the union contract of employment relating to all the employees of the Seattle Star and this statute, it seems to me that the policy of the statute must be upheld to the exclusion of the conflicting provisions of the agreement between the union, allegedly representing these employees, and the employer, the Seattle Star.

The conflict between the statute and the work contract would be more explicit if, instead of "other benefits," the statute in subsection (c) had said "severance pay." But the statutory provision that "returned soldiers shall be entitled to participate in insurance or other benefits offered by the employer" (in effect, to the other employees) certainly includes severance pay. It is all-inclusive. And if we fail to apply in favor of these veterans the same statutory treatment as to severance pay which was accorded the other employees, then these returned soldiers—veterans of the second world war—are not participating, as they are entitled to under the statute, in such other benefits including severance pay.

If it could be said, arguendo, that some doubt is thrown upon the meaning of the statute as applied to the kind of benefit here involved—namely, severance pay benefit—by reason of the fact that that benefit was not mentioned by the statute expressly but [30] was expressly mentioned in the work contract wherein such benefit was excluded by paragraph 5, then such doubt should be by the Court resolved in favor of the veteran, under the rule requiring liberal interpretation of a statute for the relief of veterans.

However, I do not see how it is possible or these plaintiffs, who are war veterans, to enjoy the other benefits offered by the employer to other employees if the plaintiffs are denied this particular benefit of severance pay secured to them by the statute on a parity with other employees who were continu-

ously on active duty with the employer during the period of time that the plaintiffs were in the war service. It seems clear to the Court that to give effect to the contract provision that time spent by plaintiff veterans on military leave should not be included in the computation of their severance pay would clearly be in conflict with the Act of Congress which provides that these veterans upon return from active service with the military forces shall have the other benefits enjoyed by those employees who did not go into the service.

For the reasons stated by the Court, the Court finds, concludes and decides in favor of the plaintiffs for the amounts respectively alleged in the complaint.

[Endorsed]: Filed September 22, 1947. [31]

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[Title of District Court and Cause.]

#### FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter came on regularly for hearing before the Court sitting without a jury on the 16th day of September, 1947, the plaintiffs being represented by J. Charles Dennis, United States Attorney, and John E. Belcher, Assistant United States Attorney, defendant, Seattle Star, Inc., a corporation, and E. L. Skeel, its Liquidating Trustee, being represented by their attorneys, Skeel, McKelvy, Henke, Even-son & Uhlmann, and the parties having stipulated



the facts, the court having considered the respective briefs filed on behalf of the respective parties, and having heard oral argument of counsel for all of the parties, and being fully advised in the premises, now makes its

## Findings of Fact

### I.

That Seattle Star, Inc., is, and at all of the times hereinafter mentioned was a corporation organized and existing under and by virtue of the laws of the State of Washington, and at the times hereinafter mentioned did maintain a place of business in Seattle, King County, Washington, and was the publisher of a daily newspaper known as "Seattle Star," which ceased publication on August 13, 1947, and is now being voluntarily dissolved by E. L. Skeel, as Liquidating Trustee. [32]

### II.

That the plaintiff John Randolph entered the employ of said corporation on or about September 24, 1936, and thereafter became a reporter on said Seattle Star in the year 1938 at a salary of \$20 per week, and that he was continuously so employed until the month of January, 1942, at which time he took leave to enter upon service in the United States Army. That at said time, the said John Randolph was classified as a second year reporter and received a salary from the Seattle Star of \$35.00 per week.

## III.

That said John Randolph was inducted into the Armed Forces of the United States January 15, 1942, at Ft. Lewis, Washington, and was honorably discharged at Army Air Force Separation Base, Portland, Oregon, December 10, 1945, and on said date received from the Army of the United States a certificate of honest and faithful service to this country.

## IV.

That during the period from January, 1942, to January, 1946, the said John Randolph was in the Armed Forces of the United States and did no work and received no pay from the Seattle Star. That said John Randolph was, on January 14, 1946, restored to his former position as a reporter by the Seattle Star. That upon resumption of his duties on said date, the said John Randolph was classified as a sixth year reporter and was paid a weekly salary by the Seattle Star of \$65.00, and was thereafter dismissed upon the suspension of publication of said Seattle Star on August 13, 1947.

## V.

That the weekly salary of said John Randolph on said 13th day of August, 1947, and for a period of six months immediately prior thereto was \$73.50.

## VI.

That at the time of the entry of both plaintiffs into the armed forces of the United States in 1942,



the employer, Seattle Star, Inc., had in effect a schedule providing for the payment to its employees of severance pay upon dismissal, said schedule providing for the payment to the employee of a certain number of weeks' pay, ranging from two weeks' pay to 28 weeks' pay, dependent upon the number of years of continuous service of the employee with the employer.

## VII.

That in computing the severance pay of plaintiff, John Randolph, defendants used a basis of 14 weeks (equivalent to seven years' service) and offered to pay the said John Randolph therefor at the rate of \$73.50 per week or a total of \$1029.00, and no more, which said John Randolph refused to accept.

## VIII.

That plaintiff, Philip W. Taylor, entered the employ of defendant, Seattle Star, Inc., on February 2, 1942, as a first-year office boy and continued in such employment in that capacity at a weekly salary of \$17.65 until the month of August, 1942.

## IX.

That Philip W. Taylor was inducted into the Army of the United States in the month of August, 1942, at Ft. Lewis, Washington, and was honorably discharged from said Armed Forces on the 5th day of February, 1946, and on said date received from the Army of the United States a certificate of honest and faithful service to this country, a photostatic

copy of which is attached to the stipulation as "Exhibit D." [34]

X.

That during the period from August, 1942, to February, 1946, the said Philip W. Taylor was in the Armed Forces of the United States and did no work and received no pay from the Seattle Star. That the plaintiff, Philip W. Taylor, was, on February 8, 1946, restored to employment by the Seattle Star with the classification of a third year reporter at a salary of \$47.53 per week. That at the time of his discharge from employment by the Seattle Star, Inc., on August 13, 1947, the said Philip W. Taylor was classified as a fourth year reporter and was paid a weekly salary of \$64.43.

XI.

That in computing the severance pay of plaintiff, Philip W. Taylor, defendants used as a basis 4 weeks (equivalent of not to exceed 2½ years of service) and offered to pay and did pay, and defendant accepted the sum of \$257.72, although the said Philip W. Taylor claims the amount due him to be for 11 weeks' severance pay (equivalent of five and one-half and less than six years' service), or \$708.73, leaving a claimed balance of \$451.01.

XII.

That all employees of defendant, Seattle Star, Inc., non-veterans and members of Seattle Newspaper Guild occupying similar positions and who did not serve in the Armed Forces during the war,

were paid severance pay upon discharge by the Seattle Star, Inc., based on the total years of full-time continuous employment with the Seattle Star, in accordance with the schedule set out in Article VIII of "Exhibit C," attached to the stipulation.

### XIII.

That the contracts attached to the stipulation of facts on file herein and identified as Exhibits "B" and "C" thereof were in full force and effect during the times indicated in paragraphs 6, 7, 8 and 9 of said stipulation of facts.

### XIV.

The Court further finds that seniority rights as to wages were accorded plaintiffs upon their return to their respective employments with defendant Seattle Star, Inc., at the time of their re-employment, but were denied the benefit of having included in the computation of their severance pay the time served by them in the Armed Forces of the United States, while other employees of defendant who did not so serve but continued to carry on their usual duties were given full severance pay upon their dismissal.

From the foregoing Findings of Fact, the Court concludes, as matter of law:

### I.

That the statute here in question—Subsection (c), Section 308, Title 50, App., U.S.C.A., is to be liberally construed to effectuate the Congressional intent that plaintiffs and others similarly situated who

are veterans of World War II are entitled to full severance pay without deducting from the computation thereof the time they respectively served in the armed forces of the United States during World War II, notwithstanding union contract provisions to the contrary.

## II.

That plaintiff John Randolph is entitled to judgment [36] against defendants in the sum of One Thousand Five Hundred Forty-three and 50/100 Dollars (\$1,543.50).

## III.

That plaintiff Philip W. Taylor is entitled to judgment against defendants in the sum of Four Hundred Fifty-one and 01/100 Dollars (\$451.01), being the difference between Seven Hundred Eight and 75/100 Dollars (\$708.75) due him for full severance pay and the sum of Two Hundred Fifty-seven and 72/100 Dollars (\$257.72) heretofore paid him by defendants.

The defendants have excepted to the foregoing Conclusions of Law, which exception is allowed.

Done in open court this 19th day of September, 1947.

/s/ JOHN C. BOWEN,

United States District Judge.

Approved as to form:

SKEEL, McKELVY, HENKE,

EVENSON & UHLMANN,

W. PAUL UHLMANN,

Attorneys for Defendants.

[Endorsed]: Filed September 19, 1947.

United States District Court, Western District of  
Washington, Northern Division

No. 1872

JOHN RANDOLPH and PHILIP W. TAYLOR,  
Plaintiffs,

vs.

SEATTLE STAR, INC., a Corporation, and E. L.  
SKEEL, Liquidating Trustee,  
Defendants.

### JUDGMENT

This matter came on regularly for trial before the court sitting without a jury on the 15th day of September, 1947, plaintiffs being represented by J. Charles Dennis, United States Attorney, and John E. Belcher, Assistant United States Attorney, defendants being represented by their attorneys, Skeel, McKelvy, Henke, Evenson & Uhlmann. the facts being stipulated in writing, and the court having duly considered the evidence and respective counsel having filed written briefs and the court having heard and considered the facts and the law and being fully advised in the premises, and having heretofore made and entered its findings of fact and conclusions of law, now, therefore, it is

Ordered, Adjudged and Decreed that the plaintiff, John Randolph, have and recover judgment, and judgment is hereby entered in favor of John Randolph and against the defendants Seattle Star, Inc., a corporation, and E. L. Skeel in his official capacity

as Liquidating Trustee of said Seattle Star, Inc., a corporation, only, in the sum of One Thousand Five Hundred Forty-three and 50/100 Dollars (\$1,543.50); and it is [38]

Further Ordered, Adjudged and Decreed that the plaintiff Philip W. Taylor have and recover judgment, and judgment is hereby entered in favor of Philip W. Taylor and against the defendants Seattle Star, Inc., a corporation, and E. L. Skeel in his official capacity as Liquidating Trustee of said Seattle Star, Inc., a corporation, only, in the sum of Four Hundred Fifty-one and 01/100 Dollars (\$451.01).

To all of which defendants except, and exception is allowed.

Done in open court this 19th day of September, 1947.

JOHN C. BOWEN,

United States District Judge.

Presented by:

JOHN E. BELCHER,

Assistant United States  
Attorney.

Approved as to form:

SKEEL, McKELVY, HENKE,  
EVENSON & UHLMANN,

W. PAUL UHLMANN,  
Attorneys for Defendants.

[Endorsed]: Filed September 19, 1947. [39]



[Title of District Court and Cause.]

NOTICE OF APPEAL

Notice is hereby given that the Seattle Star, Inc., a corporation, and E. L. Skeel, Liquidating Trustee of the said corporation, defendants above named, hereby appeal to the Circuit Court of Appeals for the 9th Circuit from the final judgment entered in this action on the 19th day of September, 1947.

SKEEL, McKELVY, HENKE,  
EVENSON & UHLMANN,

E. L. SKEEL,

W. PAUL UHLMANN,  
Attorneys for Defendants.

[Endorsed]: Filed December 16, 1947. [40]

[Title of District Court and Cause.]

### SUPERSEDEAS BOND

Know all men by these presents that we, the Seattle Star, Inc., a corporation, and E. L. Skeel, in my official capacity as Liquidating Trustee of the said Seattle Star, Inc., but not personally, acknowledge ourselves to be jointly indebted to John Randolph and Philip W. Taylor, appellees in the above cause in the sum of Two Thousand Two Hundred Fifty and No/100 Dollars (\$2,250.00) conditioned that, whereas on the 19th day of September, A.D. 1947, in the District Court of the United States for the Western District of Washington, Northern Division, in a suit in that court wherein John Randolph and Philip W. Taylor were plaintiffs, and the Seattle Star, Inc., and E. L. Skeel as Liquidating Trustee of the Seattle Star, Inc., were defendants, numbered on the Civil Docket as No. 1872, judgment was rendered against the said defendants and in favor of the said John Randolph in the sum of \$1543.50, and against the said defendants and in favor of the said Philip W. Taylor in the sum of \$451.01, and the said defendants having filed in the office of the clerk of the said district court Notice of Appeal to the United States Circuit Court of Appeals [41] for the 9th Circuit.

Now the condition of the above obligation is such that if the said Seattle Star, Inc., and E. L. Skeel as Liquidating Trustee of the said Seattle Star, Inc., shall prosecute their appeal to effect and sat-

isfy the said judgment in full, together with costs, interest and damages for delay, if for any reason the appeal is dismissed, or if the judgment is affirmed and satisfied in full, such modification of the judgment and such costs, interest and damages as the Appellate Court may judge and award, then the above obligation is void unless it remains in full force and effect.

SEATTLE STAR, INC.,  
By /s/ E. L. SKEEL,  
Liquidating Trustee.

/s/ E. L. SKEEL,  
As Liquidating Trustee,  
Principals.

CONTINENTAL  
CASUALTY CO.,  
[Seal] By /s/ L. G. GREWE,  
Surety.

Approved:

/s/ LLOYD L. BLACK,  
Judge.

/s/ J. CHARLES DENNIS,  
U. S. Attorney.

Presented by:

/s/ W. PAUL UHLMANN.

[Endorsed]: Filed December 16, 1947. [42]

[Title of District Court and Cause.]

APPELLANTS' DESIGNATION OF POINTS  
TO BE RELIED UPON ON APPEAL

Come now the appellants and hereby designate the following as the points to be relied upon by them on appeal:

1. Under Title 50, U.S.C.A., Section 308 (the Selective Training and Service Act of 1940) the rights of each claimant to employment benefits were determined by the contract in effect between the Seattle Star and the Seattle Newspaper Guild at the time that claimant was inducted into the Armed Forces.
2. Under the contract in effect between the Seattle Star and the Seattle Newspaper Guild at the time of induction of each claimant, the time spent by any employee of the Seattle Star in the Armed Forces was not to be included in the computation of severance pay for that employee.

Dated at Seattle, Washington, this 19th day of December, 1947.

SKEEL, McKELVY, HENKE,  
EVENSON & UHLMANN,  
By E. L. SKEEL,  
W. PAUL UHLMANN,  
Attorneys for Defendants.

Received a copy of the within Appellants' Designation this 19th day of December, 1947.

J. CHARLES DENNIS,  
Attorney for Plaintiffs.

[Endorsed]: Filed December 19, 1947. [43]

[Title of District Court and Cause.]

APPELLANTS' DESIGNATION OF  
CONTENTS OF RECORD ON APPEAL

Come now the appellants and hereby designate the following portions of the record to be included in the Record on Appeal:

1. Petition for enforcement of veterans rights.
2. Answer to Petition for enforcement of veterans rights.
3. Stipulation of facts.
4. Only Article VIII and Article X of Exhibit "B" of Stipulation of Facts.
5. Only Article VIII and Article X of Exhibit "C" of Stipulation of Facts.
6. Findings of Fact and Conclusions of Law.
7. Judgment.
8. Notice of Appeal.
9. Supersedeas Bond.
10. Appellants' designation of contents of record on appeal.

Dated at Seattle, Washington, this 19th day of December, 1947.

SKEEL, McKELVY, HENKE,  
EVENSON & UHLMANN,

By E. L. SKEEL,

W. PAUL UHLMANN,

Attorneys for Defendants.

Received a copy of the within Appellants' Designation this 19th day of December, 1947.

J. CHARLES DENNIS,

Attorney for Plaintiffs.

[Endorsed]: Filed December 19, 1947. [44]

[Title of District Court and Cause.]

CERTIFICATE OF CLERK TO TRANSCRIPT  
OF RECORD ON APPEAL

United States of America,  
Western District of Washington—ss.

I, Millard P. Thomas, Clerk of the United States District Court for the Western District of Washington, do hereby certify that the foregoing typewritten transcript of record, consisting of pages numbered 1 to 44, inclusive, is a full, true and complete copy of so much of the record, papers and other proceedings in the above and foregoing entitled cause as is required by Designation of Record filed and shown herein, as the same remain of record and on file in the office of the Clerk of said District Court at Seattle and that the same constitute the record on appeal from the Judgment of said United States District Court for the Western District of Washington to the United States *Circuit of Appeals* for the Ninth Circuit, dated September 19, 1947.

I further certify that the following is a true and correct statement of all expenses, costs, fees and charges incurred in my office for preparing record on appeal herein, to the United States Circuit Court of Appeals for the Ninth Circuit, to-wit:



Clerk's fees for making record, certificate or return.

24 pages at 40c.....	\$ 9.60
19 pages at 10c.....	1.90
Appeal fee .....	5.00
<hr/>	
TOTAL.....	\$16.50

I further certify that the costs of this record have been paid by the attorneys for appellant.

In witness whereof I have hereunto set my hand and affixed the official seal of said District Court at Seattle, in said District, this 29th day of December, 1947.

[Seal]                      MILLARD P. THOMAS,  
                                    Clerk,  
By /s/ TRUMAN EGGER,  
                                    Chief Deputy Clerk.

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[Endorsed]: No. 11828. United States Circuit Court of Appeals for the Ninth Circuit. Seattle Star, Inc., a Corporation, and E. L. Skeel, Liquidating Trustee, Appellants, vs. John Randolph and Philip W. Taylor, Appellees. Transcript of Record. Upon Appeal from the District Court of the United States for the Western District of Washington, Northern Division.

Filed January 3, 1948.

/s/ PAUL P. O'BRIEN,  
Clerk of the United States Circuit Court of Appeals  
for the Ninth Circuit.

United States Circuit Court of Appeals  
for the Ninth Circuit

No. 11828

SEATTLE STAR, Inc., a Corporation, and E. L.  
SKEEL, Liquidating Trustee,  
Appellants,

vs.

JOHN RANDOLPH and PHILIP W. TAYLOR,  
Appellees.

APPELLANTS' DESIGNATION OF POINTS  
TO BE RELIED UPON ON APPEAL

Come now the appellants and hereby designate the following as the points to be relied upon by them on appeal:

1. Under Title 50, U.S.C.A., Section 308 (the Selective Training and Service Act of 1940) the rights of each claimant to employment benefits were determined by the contract in effect between the Seattle Star and the Seattle Newspaper Guild at the time that claimant was inducted into the Armed Forces.
2. Under the contract in effect between the Seattle Star and the Seattle Newspaper Guild at the time of induction of each claimant, the time spent by any employee of the Seattle Star in the Armed Forces was not to be included in the computation of severance pay for that employee.

3. The rights given to a reemployed veteran by Title 50, U.S.C.A., Section 308 (the Selective Training and Service Act of 1940) are limited in time, and in the instant case expired prior to the termination of employment of the appellees.

Dated at Seattle, Washington, this 9th day of February, 1948.

SKEEL, McKELVY, HENKE,  
EVENSON & UHLMANN,

/s/ E. L. SKEEL,

/s/ W. PAUL UHLMANN,

Attorneys for Appellants.

Received a copy of the within Appellant's Designation of Points this 9th day of February, 1948.

/s/ J. CHARLES DENNIS,

Attorney for Appellees.

[Endorsed]: Filed February 10, 1948.

